

**FIRST AMENDMENT TO
AGREEMENT AND PLAN OF MERGER**

This FIRST AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of December 29, 2003, among MANULIFE FINANCIAL CORPORATION, a corporation organized under the laws of Canada ("Parent"), JOHN HANCOCK FINANCIAL SERVICES, INC., a Delaware corporation (the "Company"), and JUPITER MERGER CORPORATION, a Delaware corporation and a direct wholly-owned subsidiary of Parent ("Merger Co.").

WHEREAS, Parent, the Company and Merger Co. have entered into the Agreement and Plan of Merger, dated as of September 28, 2003 (the "Merger Agreement");

WHEREAS, Parent, the Company and Merger Co. each desire to enter into this Amendment for the purpose of amending the Merger Agreement;

WHEREAS, Section 8.3 of the Merger Agreement permits Parent, the Company and Merger Co., by action taken or authorized by their respective Boards of Directors, at any time before or after adoption of the Merger Agreement by the stockholders of the Company, to amend the Merger Agreement by an instrument in writing signed on behalf of each of Parent, the Company and Merger Co.; and

WHEREAS, Parent, the Company and Merger Co. each desire to amend the Merger Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual agreements specified in this Amendment, Parent, the Company and Merger Co. agree as follows:

1. The "Index of Defined Terms" in the Merger Agreement is hereby amended by adding the following terms in their proper alphabetical order:

"Bank Approval..... Section 6.15(a)"
"Federal Reserve Board Section 6.15(a)"
"Permitted Act..... Section 6.15(b)"

2. Section 6.3(e) of the Merger Agreement is hereby amended by adding the following after the definition of Burdensome Condition:

"provided that a Burdensome Condition shall not be deemed to include any operational restriction imposed or to be imposed by the Federal Reserve Board or under the Bank Holding Company Act to the extent such operational restriction shall not become effective prior to the second anniversary of the Closing Date".

3. Section 6.15 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

“Section 6.15. Bank Regulatory Matters.

(a) Each of Parent, Merger Co. and the Company shall, and shall cause their Subsidiaries to, use, subject to Section 6.3 (including subsection (e) thereof), their respective reasonable best efforts to take, or cause to be taken, all actions necessary to obtain, as soon as practicable, all approvals required to be obtained from the Board of Governors of the United States Federal Reserve System (the “Federal Reserve Board”) under the BHC Act with respect to the Merger (the “Bank Approval”). Subject to applicable Laws relating to the exchange of information, Parent shall provide the Company copies of any materials to be submitted to the Federal Reserve Board with respect to the Bank Approval and shall provide the Company with a reasonable opportunity to comment thereon. Parent shall provide the Company with reasonable advance notice of, and the opportunity to participate in, any meeting or, to the extent reasonably practicable, any telephone conference with any Governmental Entity held in connection with the Bank Approval, provided that such participation does not entitle the Company to direct the conduct of any such meeting or otherwise bind Parent by any action. Except to the extent it is expressly contrary to the terms of this Section 6.15(a), Section 6.3 hereof will apply to the Bank Approval.

(b) Prior to receipt of the Bank Approval and after consultation with Parent, the Company and its Subsidiaries shall, notwithstanding any of the terms of this Agreement to the contrary, be permitted to divest all of the capital stock of the Company Bank or liquidate the Company Bank or take any other action to cause the Company Bank to no longer be considered a bank for purposes of the BHC Act (a “Permitted Act”). Parent will cooperate with the Company and its Subsidiaries to effectuate a Permitted Act.

(c) Notwithstanding the foregoing, neither Parent nor the Company will, without the prior written consent of the other party, take, or cause its affiliates to take, any action so that any additional approval, authorization, or permit from, or any notice to or other filing with, any Governmental Entity (other than any such approval, authorization, permit, notice or filing required to effectuate a liquidation of the Company Bank and any approval, authorization, permit, notice or filing required under the Change in Bank Control Act in connection with or arising from the liquidation of the Company Bank) would be required by Parent, the Company or their respective Subsidiaries in order to effectuate the Merger (and the indirect acquisition of the Company Bank resulting therefrom) as a result of taking any action otherwise permitted by Section 6.15(b); it being understood that, without limiting the foregoing restrictions, the one or more counterparties to Permitted Acts and such counterparties’ affiliates may require approvals, authorizations, permits, notices or filings to complete a Permitted Act.”

4. Section 7.2(e) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

“(e) Bank Regulatory Matters. If required by the BHC Act, the Bank Approval shall have been obtained.”

5. Section 8.1(c) of the Merger Agreement is hereby amended by adding the following at the end of such section:

“and; provided, further, that, if the Closing has not occurred prior to the second business day preceding the Termination Date and the Bank Approval, if required as a condition to Closing at such time, is the only condition to Closing set forth in Article VII hereof (other than conditions (i) which by their terms can only be satisfied on the Closing Date and (ii) in Section 7.2(d) with respect to the Bank Approval) that has not been satisfied or waived by the second business day preceding the Termination Date, then the Termination Date may be extended by the Company to a date not later than December 31, 2004 by written notice to Parent delivered within one business day prior to the Termination Date and such date as extended shall be deemed to be the Termination Date for purposes of Section 8.1 of this Agreement.”

6. Each of Parent, the Company and Merger Co. represents and warrants that this Amendment (a) has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and (b) has been duly authorized by all necessary action of its respective board of directors.

7. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, and subject to the laws of, the state of Delaware, without reference to conflicts of laws principles.

8. This Amendment may be executed in counterparts, each of which shall be considered one and the same agreement and shall become effective when the counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that the parties hereto need not sign the same counterpart.

9. Except to the extent expressly amended by this Amendment, all terms of the Merger Agreement shall remain in full force and effect without amendment, change or modification.

10. All references in the Merger Agreement to the “Agreement” shall be deemed to be the Merger Agreement as amended by this Amendment.

11. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Merger Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this
Amendment to be duly executed in its name and on its behalf, all as of the date first
above written.

MANULIFE FINANCIAL CORPORATION

By: Dale W. Scott
Name: DALE W. J. SCOTT
Title: SENIOR VICE PRESIDENT

JOHN HANCOCK FINANCIAL SERVICES, INC.

By: _____
Name:
Title:

JUPITER MERGER CORPORATION


By: _____
Name:
Title:

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Amendment to be duly executed in its name and on its behalf, all as of the date first
above written.

MANULIFE FINANCIAL CORPORATION

By: _____
Name:
Title:

JOHN HANCOCK FINANCIAL SERVICES, INC.

By: 
Name: Thomas E. Moloney
Title: Senior Executive Vice President
and Chief Financial Officer

JUPITER MERGER CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this
Amendment to be duly executed in its name and on its behalf, all as of the date first
above written.

MANULIFE FINANCIAL CORPORATION

By: _____
Name:
Title:

JOHN HANCOCK FINANCIAL SERVICES, INC.

By: _____
Name:
Title:

JUPITER MERGER CORPORATION

By: James D. Gallagher
Name: JAMES D. GALLAGHER
Title: